

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**AIDA RAMADANOVIC,**

**Plaintiff,**

**v.**

**CONSTANTINO REYES, LIBERTY  
FREIGHT CO., INC. and GEICO  
COUNTY MUTUAL INSURANCE  
COMPANY,**

**Defendants.**

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**Civil Action No. 3:20-CV-297-B**

**MOTION FOR LEAVE TO FILE AMENDED COMPLAINT**

COMES NOW, Plaintiff Aida Ramadanovic through her counsel of record and requests this Honorable Court grant this Motion for Leave to File Amended Complaint, and states the following in support thereof:

**I.  
INTRODUCTION**

Plaintiff Aida Ramadanovic (“Ramadanovic”) respectfully moves the Court, pursuant to Rule 15 of the Federal Rules of Civil Procedure, for leave to file an AMENDED COMPLAINT, a copy of which is attached hereto. No party will be prejudiced in any way. The new complaint maintains the counts and allegations against Defendant Constantino Reyes (“Reyes”) and Liberty Freight Co., Inc. (“Liberty”) from the original complaint, except for the following significant factual and procedural developments occurring since the original complaint was filed, including: (1) the Plaintiff has removed Government Employment Indemnity Company and added GEICO County Mutual Insurance Company; and (2) removal of references to the Texas Rules of Civil

Procedure. Ramadanovic moves for leave to amend and prays the Court grant leave for the reasons set forth below.

**II.**  
**STATEMENT OF FACTS**

Ramadanovic filed her original petition against Constantino Reyes, Liberty Freight Co., Inc. and Government Employees Indemnity Company in the County Court at Law No. 4 of Dallas County, Texas on January 7, 2020. Reyes and Liberty removed the case to this Court on February 6, 2020.

**III.**  
**PROPOSED AMENDED COMPLAINT**

The Amended Complaint removes Government Employees Indemnity Company as they are an incorrect party and instead adds GEICO County Mutual Insurance Company as a proper party. GEICO County Mutual Insurance Company is a domestic casualty insurance corporation with its primary place of business is in Richardson, Texas.

**IV.**  
**PLAINTIFF HAS MET THE STANDARD OF OBTAINING LEAVE TO FILE  
AMENDED COMPLAINT UNDER FEDERAL ULE OF CVL PROCEDURE 15**

Pursuant to Federal Rule of Civil Procedure 15(a)(2) “‘a court should freely give leave’ to amend pleadings ‘when justice so requires.’” *Edionwe v. Bailey*, 860 F.3d 287, 291 (5<sup>th</sup> Cir. 2017). “If a party does not meet the (matter of course) requirements under Federal Rule of Civil Procedure 15(a)(1), then parties must seek leave of the court or have the opposing party’s written consent to file an amended pleadings.” *In re Wright*, 568 B.R. 770, 777 (Banksr. S.D.Tex. 2017) (*citing* Fed. R. Civ. P. 15(a)(2)).

Here, Plaintiff is seeking leave of the court to file an Amended Complaint. Ramadanovic has met the standard under Federal Rule of Civil Procedure 15(a)(2) and this Court “should freely give leave” for the amended pleading in the interest of justice. *Edionwe*, 860 F.3d at 291.

**V.**  
**CONCLUSION**

None of the facts against granting a motion for leave to amend are present in this case. There is no undue delay in Ramadanovic’s request for leave to amend. Ramadanovic is not seeking the amendment in bad faith or with a dilatory motive. The interests of justice and judicial economy will be served by having all allegations properly before the Court against the proper parties. The amendments are narrowly tailored to reflect the present circumstances and Ramadanovic’s present understanding of the case. The action can more effectively proceed on the merits.

Reyes and Liberty will not suffer any undue prejudice by virtue of the Court’s allowance of the proposed amendment. For these reasons set forth above, Ramadanovic prays this Court grant her leave to file her Amended Complaint.

Respectfully submitted,

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By: /s/ Aaron C. Spahr  
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COUNSEL FOR PLAINTIFF

**CERTIFICATE OF CONFERENCE**

Defendants Liberty Freight Co., Inc. and Constantino Reyes are opposed. On February 13, 2020, counsel for Plaintiff spoke to Wendy McMillon who indicated that prior to her departure from employment at GEICO, GEICO was neither agreed nor opposed.

By: /S/ Aaron C. Spahr  
Aaron C. Spahr

**CERTIFICATE OF SERVICE**

Pursuant to Rule 5 of the Federal Rules of Civil Procedure, I certify that a true and correct copy of *Plaintiff's Motion for Leave to File Amended Complaint* has been forwarded to the following counsel of record on this the 14<sup>th</sup> day of February, 2020 as follows:

**Via E-Service**

Wendy McMillon  
Trina T. Wilson & Associates  
2280 North Greenville Avenue  
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**Via E-Service**

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By: /S/ Aaron C. Spahr  
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